

Guaranty and Credit Agreement

WEST END LUMBER CO., INC.
9335 HWY 6 North (Corporate)
Houston, Texas 77095

(281) 856-1799
(800) 833-5950
Fax: (281) 856-1778

Sales Person: _____

Business Name: _____
** (COMPLETE LEGAL NAME) **

Business Address: _____
STREET CITY & STATE ZIPCODE

Mailing Address: _____
CITY & STATE ZIPCODE

Phone: _____ Fax: _____

E-Mail Address: _____ Cell: _____

=====
 Corporation Partnership Proprietorship LLC LLP Other: _____

Date Business Started: _____ State of Incorporation: _____ Tax Payer ID No.: _____

Check Type of Business: Builder Roofer Siding Remodeler General Contr. Supplier Other

Parent Co? Yes _____ No _____ Affiliate: _____

Division of: _____ Estimated Monthly Purchases? \$ _____

Taxable? _____ Yes _____ No **IF NO, attach copy of Tax Exemption Certificate or Resale Certificate**

Have you previously filed Bankruptcy? Yes No If yes, was it Corporate? _____ Personal? _____

Accounts Payable Contact: _____ PO Required? Yes _____ No _____

Authorized Buyers: _____

Name of Person to Contact in case of an Emergency _____ Phone: _____
=====

Names and Addresses of Owner, Partners, or Officers: (Please Print)

1.
NAME ADDRESS CITY, STATE & ZIP CODE SOC. SEC. NO.
TITLE HOME PHONE NO. DRIVER LICENSE NO. OWN RENT

2.
NAME ADDRESS CITY, STATE & ZIP CODE SOC. SEC. NO.
TITLE HOME PHONE NO. DRIVER LICENSE NO. OWN RENT

COMMERCIAL TRADE REFERENCES

NAME CITY & STATE TELEPHONE ACCOUNT NUMBER
1. _____
2. _____
3. _____
4. _____
5. _____

GUARANTY

In consideration of your extending credit to the firm of _____

and in further consideration of the delivery of certain materials to said firm, I/we, the undersigned, do hereby jointly and individually guarantee the payment of any indebtedness now existing or which is incurred hereafter by aforesaid business concern on the terms as stated on West End Lumber's invoices for each order(s) given in writing, telephonically, orally, or otherwise by any agent of the aforesaid organization. You are authorized to charge 1 1/2% per month on all accounts past due. I/we, the undersigned, further waive notice of nonpayment of the account by said firm and further agree that all or any of the undersigned may be held jointly and severally to West End Lumber Co., Inc. In the event a past due account is referred to an attorney or collection agency for collection, I/we agree to pay cost of collection, including court cost and collection fees. This guaranty will also apply to any credit extended by you to any successor or affiliated company of which I/we or with which I/we are associated. THIS GUARANTY IS CONTINUING. The fact that this application contains a request for an estimate of credit shall not be deemed a limitation of the liability by the undersigned or any guarantor.

I/we the undersigned personal guarantor(s), recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

DATE	SIGNATURE	PRINTED NAME	SOCIAL SECURITY NO.	WITNESS SIGNATURE

CREDIT AGREEMENT

Buyer and Guarantors authorized all persons, institutions, organizations, companies, and credit reporting agencies to furnish any and all pertinent information, including commercial and consumer credit reports, requested from time to time by West End Lumber. The undersigned and Buyer, if different, each warrant that the information given in this Credit Application and Agreement is true and no unfavorable information has been omitted. Our firm is financially able to meet any commitments we have made and we promise to pay your statements according to our contracted terms. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of West End Lumber. The following payment terms apply to each sale and purchase of goods: all purchases are due and payable on the 10TH for purchases made the previous month unless otherwise stated by West End Lumber.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission. West End Lumber adheres to the E.C.O.A. and does not discriminate.

All parties agree that in the event legal action becomes necessary that same will be filed and tried exclusively in Harris County, Texas, and further agree to pay all collection costs if it becomes necessary to employ a collection agency or attorney to help collect the account. Special orders are not returnable. Please read all policies including the instructions on our invoice involving shortages, re-stock charges and limitations of liability on deliveries made beyond street pavement. I/We understand the credit terms and agree to follow them and authorize you to check any of the information contained in this application.

No terms or conditions within a purchase order that are different from the terms established as a result of this application can "override" the terms and conditions established as a result of this application. You are authorized to charge 1 1/2% per month on all accounts past due. By my signature below, I am certifying that I am applying for "business credit".

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Dated this _____ day of _____, 20_____

(IF CORPORATION)

**(IF INDIVIDUAL OR
SOLE PROPRIETORSHIP)**

(IF PARTNERSHIP)

(printed name of Corporation)

(printed name)

(printed name of partnership)

By: _____
(President Signature)

(signature)

By: _____
(signature of managing partner)

By: _____
(Secretary)

By: _____
(signature of partner) Issued

FINANCIAL REFERENCES

Checking Accounts:

Name on Account: _____

Account No. _____ Bank _____ Address _____ Bus. Personal

Account No. _____ Bank _____ Address _____ Bus. Personal

Loans:

Name on Account: _____

Account No. _____ Bank _____ Address _____ Balance: _____

Builder Information:

Name of Title Company: _____ Contact Name: _____ Phone _____

Name of Interim Lender: _____ Contact Name: _____ Phone _____

Name of Interim Lender: _____ Contact Name: _____ Phone _____

I/We authorize the above listed financial references to release upon verbal, electronic or written request by West End Lumber Co., Inc. such information requested relative to open accounts, notes, mortgages, construction loans and average deposit balances, etc. pertinent to the granting of credit to the applicant.

It is understood that such information is the sole purpose as stated above and will be held in strictest confidence.

Date: _____, 20____

Company Name

Exact name (as it appears on the account)

By: _____
Signature (authorized signer on bank account)

Title

WEST END LUMBER COMPANY

WEST END ROOFING, SIDING AND WINDOWS

Corporate: 9335 Hwy 6 North, Houston, Tx 77095

Branches: 9335 Hwy 6 North, Houston, Tx 77095
1155 West Loop North, Houston, Tx 77055
14950 Gulf Frwy, Houston, Tx 77034
1405 W. Expressway 83, Pharr, Tx 78577
210 N Loop 336 E., Conroe, Tx 77301
13246 Murphy Rd, #100, Stafford, Tx 77477
321 Wildcat, Laredo, Tx 78043
1940 Shipman Drive, San Antonio, Tx 78219
9400 Brown Lane, Austin, Tx 78574

Action Roofing Supply, 5925 College, Beaumont, Tx 77707

ph: 281-856-1799 or 800-833-5950 fax: 281-856-1778

ph: 281-463-7575 or 800-833-5950 fax: 281-855-9739

ph: 713-688-9726 or 800-713-4629 fax: 713-688-6730

ph: 281-922-4880 or 800-388-6093 fax: 281-481-9269

ph: 956-787-5766 or 800-460-3102 fax: 956-787-7483

ph: 936-441-7727 or 877-688-5260 fax: 936-441-5471

ph: 281-499-7500 or 877-239-4285 fax: 281-499-4148

ph: 956-795-1393 or 866-321-3469 fax: 956-795-1901

ph: 210-271-9961 or 800-661-9961 fax: 210-226-1841

ph: 512-672-0022 or 866-672-6364 fax: 512-672-0002

ph: 409-866-0954 or 800-458-1180 fax: 409-866-1019